

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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1567 56TH STREET, LLC, 1569 56TH	:	
STREET, LLC, and SHLOMO BRAUN,	:	Index No. 1:22-cv-04873-KAM-RML
	:	
Plaintiffs,	:	
	:	
-against-	:	
	:	
ARTHUR SPITZER, JOSH WEINFELD,	:	DEFENDANT PS FUNDING, INC.’S
ISIDORE BLEIER, 1567 56 NY LLC,	:	OBJECTIONS AND RESPONSES TO
DEKEL ABSTRACT LLC, ABRAHAM	:	PLAINTIFFS’ DOCUMENT
TEITELBAUM, ROSA FUNDING LLC, PS	:	<u>DEMANDS</u>
FUNDING, INC., and JEHUDA WEISZ,	:	
	:	
Defendants.	:	
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Defendant PS Funding Inc. (“PSF”), by and through its counsel, Fox Rothschild LLP, serves its objections and responses to Plaintiffs 1567 56th Street, LLC, 1569 56th Street, LLC, and Shlomo Braun (“Plaintiffs”)’s Document Demands (“Demands”) as follows:

OBJECTIONS

1. PSF objects to the Demands to the extent they seek documents that are outside of the scope of the targeted discovery agreed to by the parties and ordered by the Court at the December 7, 2022 settlement conference before Magistrate Judge Levy. At this stage, Plaintiffs are only entitled to limited discovery consisting of documents evidencing the transfer of funds by Defendants in connection with the two Brooklyn, New York properties at issue in the above-captioned litigation (the “Properties”).

2. PSF objects to the Demands to the extent they seek information that is protected from disclosure by the attorney-client privilege and/or work-product doctrine, or any other privilege, doctrine, exemption, and/or immunity, on the basis that such documents and/or

information are not discoverable. Any inadvertent disclosure or production of any information that is protected from disclosure by the attorney-client privilege, work-product doctrine, or any other privilege, doctrine, exemption, and/or immunity shall not constitute a waiver of any such privilege, doctrine, exemption and/or immunity or any other ground for objecting to discovery of any such documents and/or information.

3. PSF objects to the Definitions and Instructions set forth in the Demands to the extent that they seek to impose any obligation upon PSF beyond those which are imposed by the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Southern and Eastern Districts of New York.

4. PSF objects to the Demands because they are not limited to a relevant timeframe.

RESPONSES AND OBJECTIONS OF PSF TO DEMANDS

1. Any document that is connected to any transaction involving the property 1567 56th Street, Brooklyn, NY.

RESPONSE: PSF objects to this Demand because it is overly broad, unduly burdensome, and not limited to the targeted discovery agreed to by the parties and ordered by the Court at the December 7, 2022 settlement conference before Magistrate Judge Levy. By way of further response, and without waiving the foregoing objection, *see* PSF000001. This spreadsheet shows that PSF wired the funds for the Properties to Defendant Dekel Abstract LLC (“Dekel”) as escrow/title agent. Dekel is the “payee” identified on the spreadsheet as “4943274944”.

2. Any document that is connected to any transaction involving the property 1569 56th Street, Brooklyn, NY.

RESPONSE: PSF objects to this Demand because it is overly broad, unduly burdensome, and not limited to the targeted discovery agreed to by the parties and ordered by the Court at the

December 7, 2022 settlement conference before Magistrate Judge Levy. By way of further response, and without waiving the foregoing objection, *see* PSF000001. This spreadsheet shows that PSF wired the funds for the Properties to Defendant Dekel Abstract LLC (“Dekel”) as escrow/title agent. Dekel is the “payee” identified on the spreadsheet as “4943274944”.

3. Any document that is part of any transaction involving any property that was purchased through borrowing on equity of the property 1567 56th Street, Brooklyn, NY.

RESPONSE: PSF objects to this Demand because it is overly broad, unduly burdensome, and not limited to the targeted discovery agreed to by the parties and ordered by the Court at the December 7, 2022 settlement conference before Magistrate Judge Levy.

4. Any document that is part of any transaction involving any property that was purchased through borrowing on equity of the property 1569 56th Street, Brooklyn, NY.

RESPONSE: PSF objects to this Demand because it is overly broad, unduly burdensome, and not limited to the targeted discovery agreed to by the parties and ordered by the Court at the December 7, 2022 settlement conference before Magistrate Judge Levy.

5. Such document includes, without limitation:

- a. Contract of sale conveying 1567 56th Street by 1567 56th Street, LLC to any party,
- b. Contract of sale conveying 1569 56th Street by 1567 56th Street, LLC to any party,
- c. Contract of sale conveying 1567 56th Street by 1569 56th Street, LLC to any party,
- d. Contract of sale conveying 1569 56th Street by 1567 56th Street, LLC to any party,
- e. Contract of sale involving the purchasing of any property or asset that used the equity in 1567 56th Street to purchase such property or asset,
- f. Contract of sale involving the purchasing of any property or asset that used the equity in 1569 56th Street to purchase such property or asset,

- g. Evidence of any deposit consummating any contract of sale involving the property 1567 56th Street,
- h. Evidence of any deposit consummating any contract of sale involving the property 1569 56th Street,
- i. Evidence of any deposit consummating any contract of sale involving the purchasing of any property or asset that used the equity in 1567 56th Street to purchase such property or asset,
- j. Evidence of any deposit consummating any contract of sale involving the purchasing of any property or asset that used the equity in 1569 56th Street to purchase such property or asset,
- k. Evidence of any proof of funds that was used to qualify Artur Spitzer for a mortgage,
- l. Evidence of any proof of funds that was used to qualify 1567 56 NY LLC for a mortgage,
- m. Proof of funding of that was transacted involving any mortgage on the property 1567 56th Street,
- n. Proof of funding of that was transacted involving any mortgage on the property 1569 56th Street,
- o. Proof of funding of that was transacted involving the purchasing of any property or asset that used the equity in 1567 56th Street to purchase such property or asset,
- p. Proof of funding of that was transacted involving the purchasing of any property or asset that used the equity in 1569 56th Street to purchase such property or asset,
- q. All closing statements involving conveying the property 1567 56th Street,
- r. All closing statements involving conveying the property 1569 56th Street,
- s. All closing statements involving the purchasing of any property or asset that used the equity in 1567 56th Street to purchase such property or asset,
- t. All closing statements involving the purchasing of any property or asset that used the equity in 1569 56th Street to purchase such property or asset,
- u. All proof of payments or receipt made for any encumbrance on the property 1567 56th Street,

- v. All proof of payments or receipt made for any encumbrance on the property 1569 56th Street,
- w. All closing statement involving encumbering the property 1567 56th Street,
- x. Any closing statement involving encumbering the property 1569 56th Street,
- y. All documents (i.e., ledgers, journals, bank statements, etc.) involving the disbursement of any funds that were transacted in conveying the property 1567 56th Street to any party (including Arthur Spitzer and 1567 56 NY LLC),
- z. All documents (i.e., ledgers, journals, bank statements, etc.) involving the disbursement of any funds that were transacted in conveying the property 1569 56th Street to any party (including Arthur Spitzer and 1567 56 NY LLC),
- aa. All documents (i.e., ledgers, journals, bank statements, etc.) involving the disbursement of any funds that were transacted in encumbering the property 1567 56th Street to any party (including Arthur Spitzer and 1567 56 NY LLC),
- bb. All documents (i.e., ledgers, journals, bank statements, etc.) involving the disbursement of any funds that were transacted in encumbering the property 1569 56th Street to any party (including Arthur Spitzer and 1567 56 NY LLC),
- cc. All documents involving any representation made in connection with encumbering the property 1567 56th Street,
- dd. All documents involving any representation made in connection with encumbering the property 1569 56th Street,
- ee. All documents (i.e., ledgers, journals, bank statements, etc.) involving the payment or receipt of any commission or royalties (i.e. broker fees) that were transacted to any party as payment for encumbering the property 1567 56th Street to any party (including Arthur Spitzer and 1567 56 NY LLC),
- ff. All documents (i.e., ledgers, journals, bank statements, etc.) involving the payment or receipt of any commission or royalties (i.e. broker fees) that were transacted to any party as payment for encumbering the property 1569 56th Street to any party (including Arthur Spitzer and 1567 56 NY LLC),
- gg. Any document related to an appraisal involving encumbering the property

1567 56th Street to any party (including Arthur Spitzer and 1567 56 NY LLC),

- hh. Any document related to an appraisal involving encumbering the property 1569 56th Street to any party (including Arthur Spitzer and 1567 56 NY LLC),
- ii. Any bank statement that is connected any transaction involving the property 1567 56th Street, Brooklyn, NY,
- jj. Any bank statement that is connected any transaction involving the property 1569 56th Street, Brooklyn, NY,
- kk. Any document evidencing the payment or receipt of any taxes for the property 1567 56th Street, Brooklyn, NY, and
- ll. Any document evidencing the payment or receipt of any taxes for the property 1569 56th Street, Brooklyn, NY.

RESPONSE: PSF objects to this Demand because it is overly broad, unduly burdensome, and not limited to the targeted discovery discussed and agreed to by the parties and ordered by the Court at the December 7, 2022 settlement conference before Magistrate Judge Levy. By way of further response, and without waiving the foregoing objection, *see* PSF000001. This spreadsheet shows that PSF wired the funds for the Properties to Defendant Dekel Abstract LLC (“Dekel”) as escrow/title agent. Dekel is the “payee” identified on the spreadsheet as “4943274944”.

Dated: New York, New York
January 5, 2023

FOX ROTHSCHILD LLP

By: /s/ Ryan Becker

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Attorneys for Defendant PS Funding Inc.

Transaction Date	Transaction Type	Document Number	Payee	Amount	Description	Transaction Detail Text	BAI Type Code	BAI Type Description
8/27/2019	withdrawal	082711B7033R017873	4.943E+09	1191611.7	4943274944	OTHER REFERENCE: IA009985823169026013576 SIGNATURE BANK 565 5TH AVE, 12TH FL NEW YORK NY GW00000027271371 ORG=PS FUNDING, INC. 2121 PARK PL STE 250 EL SEGUNDO CA 902454843 US RFB=47943 OBI=4614665033 1567 56th St 1567 56 NY LLC DKA-2088 OPI=4943274944 FTR BNF=1502913251 Dekel Abstract LLC Trust AccountCompleted Timestamp 190827161602 (Time Released)082711B7033R017873082711B7033R017873190827175581	495	Outgoing Money Transfer
8/27/2019	withdrawal	082711B7032R018275	4.943E+09	1191611.7	4943274944	OTHER REFERENCE: IA009985826396026013576 SIGNATURE BANK 565 5TH AVE, 12TH FL NEW YORK NY GW00000027271821 ORG=PS FUNDING, INC. 2121 PARK PL STE 250 EL SEGUNDO CA 902454843 US RFB=47969 OBI=4466560713 1569 56th St 1567 56 NY LLC DKA-2089 OPI=4943274944 FTR BNF=1502913251 Dekel Abstract LLC Trust AccountCompleted Timestamp 190827162202 (Time Released)082711B7032R018275082711B7032R018275190827176924	495	Outgoing Money Transfer